

EXHIBIT G

Attached to and made a part of the Pikka Unit Agreement

Dispute Resolution

PART I
ARBITRATION PROCEDURES

RECEIVED

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DIVISION OF
OIL AND GAS

1. Terms defined in the Pikka Unit Agreement ("Unit Agreement") shall have the meaning therein stated when used in this Exhibit G unless otherwise provided herein. This Exhibit G sets forth the procedures to be followed in connection with the submission of disputes ("Disputes") to final and binding arbitration as required pursuant to Subsection 20.1.3 for ASRC/Unit Operator Arbitration, Subsection 20.1.7 for Three Party Arbitration, and Subsection 20.1.8 for Commissioner/President Arbitration. As used herein, the term "Arbitration Parties" or "Arbitration Party" shall mean (a) as to an ASRC/Unit Operator Arbitration, each of ASRC and the Unit Operator; (b) as to a Three Party Arbitration, each of ASRC, the State and the Unit Operator; and (c) as to a Commissioner/President Arbitration, each of the State and ASRC.
2. This arbitration agreement is expressly made pursuant to and shall be governed by the Uniform Arbitration Act, AS 09.43.010 - 09.43.180 (the "Arbitration Act"). It is further expressly agreed that, pursuant to AS 09.43.140, a judgment or decree shall be entered by a court of competent jurisdiction in conformity with any award made pursuant to arbitration hereunder, upon request of any Arbitration Party to the Dispute which was the subject of such arbitration. Disputes shall be resolved by arbitration in accordance with the American Arbitration Association's Commercial Arbitration Rules, as amended and effective on November 1, 1993 (the "Rules"), except as mutually agreed to the contrary by the Arbitration Parties to the Dispute to be arbitrated, and except as specified below:
 - 2.1. To the maximum extent permitted by law, the ruling of the arbitrator with reference to any Dispute submitted to arbitration pursuant to the Unit Agreement and this Exhibit G shall be final and not subject to further legal challenge or appeal by the Arbitration Parties; and each of the State, ASRC and the Working Interest Owners waives all rights set forth in the Arbitration Act which conflict with the terms of the Unit Agreement or this Exhibit G. However, nothing in this Exhibit G is intended or shall be construed to constitute an agreement to submit to arbitration any dispute or controversy arising under or in connection with the Unit Agreement other than Disputes as defined and provided in Section I of Part I of this Exhibit G.

- 2.2 In the absence of mutual agreement to another locale of the Arbitration Parties to the Dispute being arbitrated, the arbitration shall be held in Anchorage, Alaska. In no event will the American Arbitration Association (the "AAA") have the power to decide the locale of the arbitration.
- 2.3. Arbitration shall be initiated by formal written notice (an "Arbitration Demand") from any Arbitration Party to a Dispute to the other Arbitration Party or Arbitration Parties to such Dispute describing the Dispute in reasonable detail and naming three persons (or engineering or geology firms) that the Arbitration Party giving such notice (herein called the "Initiating Party") will accept as an arbitrator to resolve the matter. An Arbitration Demand may be given at any time while a Dispute exists which has not been resolved by mutual agreement of the Arbitration Parties to such Dispute. If, however, a "Decision Period" is applicable under the provisions of Section 20.4 of the Unit Agreement to a decision or action of the Commissioner and the President, jointly, or of the President alone as to which Dispute is subject to ASRC/Unit Operator Arbitration or 1bree Party Arbitration an Arbitration Notice may not be given by the Unit Operator with respect to such Dispute prior to the first to occur of (a) making or taking of a decision or action by agreement of the Commissioner and the President or by the President alone (as applicable) which is the subject of such Dispute, or (b) expiration of the "Decision Period" applicable with respect to such Dispute pursuant to Section 20.4 of the Unit Agreement. Within ten days of receipt of an Arbitration Notice, the Arbitration Party or Arbitration Parties receiving the notice (herein called the "Receiving Party" or "Receiving Parties") shall either agree to one of the three proposed arbitrators, or the Arbitration Parties to the Dispute will confer and attempt to agree upon another person (or engineering or geology firm) to arbitrate the Dispute. If these steps do not result in the selection of an arbitrator, then either the Initiating Party or any Receiving Party may request by written notice (a "Panel Request") to the AAA, a copy of which Panel Request shall be given to the other Arbitration Party or Arbitration Parties to the Dispute, that the AAA provide to each of the Arbitration Parties to the Dispute, in writing, a panel ("Panel") of seven names from the AAA's National Panel of Commercial Arbitrators. It is agreed and stipulated with respect to the Panel that:
- (a) All members of the Panel submitted by the AAA shall be United States nationals who are Registered Professional Engineers registered by one or more states of the United States of America or the District of Columbia and who are experienced in petroleum reservoir engineering, and the Panel Request shall so stipulate, if the Dispute to be arbitrated has arisen under any of the following Sections or Subsections of the Unit Agreement:

Sections or Subsections 3.9 (as to Disputes concerning provision of data or information requested by the President), 5.1 (as to Disputes concerning approval by the Proper Authority of the condition of facilities), 8.1 (as to Disputes concerning approval of a Unit Plan), 8.3 (as to Disputes concerning approving or ordering suspension of production or operations), 8.4 (as to Disputes concerning modification of the rate of exploration, development or production from the Unit Area), 8.6 (as to Disputes concerning approval by the Proper Authority of the injection of Outside Substances or Outside PA Substances), 9.1 (as to Disputes concerning approval by the Proper Authority of creation of a Participating Area), 9.3 (as to Disputes concerning whether land proposed to be included in a Participating Area is Includable Land), 9.5.2 (as to Disputes concerning approval by the Proper Authority of expansion or contraction of a Participating Area after five years of production), 9.6 (as to Disputes concerning approval by the Proper Authority of the combination of two Participating Areas), 9.7 (as to Disputes concerning approval by the Proper Authority of a revision of Unit Tract Participation incident to an Expansion/Contraction Revision after ten years of production), 9.8 (as to Disputes between the Commissioner and the President concerning the effective date of a Participating Area), 9.10 (as to Disputes concerning allocation of Unitized Substances by the Proper Authority), 9.13 (as to Disputes concerning modification of the rate of exploration, development or production from a Participating Area required by the Proper Authority), 10.1.3(b) (as to Disputes concerning allocation of Unitized Substances incident to a Reserves Estimate Revision), 10.4 (as to Disputes concerning the rate of recovery of an Outside Substance consisting of a liquid hydrocarbon substance).

- (b) All members of the Panel submitted by the AAA shall be United States nationals who are certified as Petroleum Geologists by the American Association of Petroleum Geologists (or any successor like organization) and who are registered Professional Geologists (if they reside in a state in which registration of professional geologists is required) and are experienced in petroleum geology, and the Panel Request shall so stipulate, if the Dispute to be arbitrated has arisen under any of the following Sections or Subsections of the Unit Agreement and does not also involve a Dispute to be simultaneously arbitrated under any of the Sections or Subsections enumerated in paragraph (a) immediately above:

Sections or Subsections 9.2 (as to Disputes concerning whether only State Land or only ASRC Land is affected by a proposed Participating Area), 9.7 (as to Disputes concerning direction or approval by the Proper Authority of expansion or contraction of a Participating Area), Subsection 10.1.10 (as to disputes concerning whether a Reservoir is a Gas Cap Reservoir), 12.1 (as to Disputes concerning direction or approval of expansion of the Unit Area), 12.3 (as to Disputes between the Commissioner and the President concerning contraction of the Unit Area), 12.4 (as to Disputes between the Commissioner and the President concerning contraction of the Unit Area).

- (c) All members of the Panel submitted by the AAA shall be United States nationals who are attorneys licensed to practice in the highest court of one or more states of the United States of America or the District of Columbia, and the Panel Request shall so stipulate, if the Dispute to be arbitrated has arisen under any of the following Article, Sections or Subsections of the Unit Agreement and does not also involve a Dispute to be simultaneously arbitrated under any of the Sections or Subsections enumerated in either paragraph (a) or paragraph (b) immediately above:

Article, Sections or Subsections 11.11.3 (as to Disputes between the Commissioner and the President concerning approval of revised Exhibits A and B for an additional Boundary Section), 13.5 (as to Disputes between the Commissioner and the President concerning approval of termination of the Unit Agreement), 14.5 (as to Disputes concerning whether the Salvage Period should be extended), 18 (as to Disputes concerning approving or requiring joinder by an additional party to the Unit Agreement or as to Disputes between the Commissioner and the President concerning modification of the Unit Operating Agreement), 19.1 (as to Disputes between the Commissioner and the President as to whether a default exists, or as to the cure period to be allowed).

- (d) The Panel shall include a brief statement of the qualifications and experience of each member of the Panel.
- (e) No member of the Panel (or any corporation, partnership, limited liability company or other organization of which such member is an employee, member, owner or partner) shall have any current or past (within the preceding five (5) years) relation with any of the State (or any branch, department, agency, board, commission or other instrumentality of the State), ASRC (or any party controlled by ASRC), or any of the Working Interest Owners (or any party controlling, controlled by or under common control with any of the Working Interest Owners), and the Panel shall include a signed statement from each member of the Panel to this effect.

2.4. After receipt of the Panel from AAA:

- (a) If the arbitration proceeding is an ASRC/Unit Operator Arbitration or a Commissioner/President Arbitration, the Initiating Party shall, within five days after receipt of the Panel, strike three names from the Panel and forward it to the Receiving Party; and the Receiving Party shall then strike three additional names from the Panel and forward the remaining name to the AAA (with a copy to the Initiating Party) within five days of receipt of the stricken Panel; or
- (b) If the arbitration proceeding is a Three Party Arbitration, the initiating Party shall, within five days after receipt of the Panel, strike two names from the Panel and forward it to the Receiving Party whose name immediately follows the name of the Initiating Party in the following list:

Unit Operator
State
ASRC
Unit Operator,

that Receiving Party shall then strike two additional names from the Panel and forward it to the other Receiving Party (with a copy to the initiating Party) within five days of receipt of the stricken Panel; and the latter Receiving Party shall then strike two additional names from the Panel and forward the remaining name to the AAA (with a copy to the Initiating Party and other Receiving Party) within five days of receipt of the stricken Panel.

The name thus forwarded to the AAA shall be the neutral arbitrator appointed to hear the Dispute. Any Arbitration Party to a Dispute may object to an entire Panel and request that the AAA provide a new Panel (whose members shall be required to have the same qualification as the members of the original Panel) by giving written notice of the request and the reason therefore to the AAA and the other Arbitration Party or Arbitration Parties to the Dispute within three days after receipt of such Panel, but such right may be exercised only one time with reference to a particular Dispute (regardless of which Arbitration Party exercises such right). Such notice may be given by telecopy, by delivery in hand, or by depositing same in the United States Postal Service, properly addressed and stamped, as certified mail. In no event may the AAA appoint an arbitrator.

- 2.5. The decision of the arbitrator shall be final and binding on each and all of the Arbitration Parties to the Dispute being arbitrated, and, in the case of An ASRC/Unit Operator Arbitration or a Three Party Arbitration, shall also be final and binding upon all other Working Interest Owners in addition to the Unit Operator.

- 2.6 If for any reason, the selected arbitrator is unable to perform his or her duties the AAA may, on proof satisfactory to it or based on the mutual agreement of all Arbitration Parties to the Dispute, declare the position vacant. In the event of such a vacancy, the provisions of Sections 2.3 and 2.4 of Part 1 of this Exhibit G shall be followed to select a new arbitrator.
- 2.7. The arbitrator shall set the date and time of each hearing hereunder. Unless otherwise agreed by all Arbitration Parties to the Dispute, the AAA shall give fifteen days notice to each Arbitration Party to the Dispute of each such hearing; provided that the initial hearing may not be held prior to expiration of thirty days after appointment of the arbitrator unless agreed by all Arbitration Parties to the Dispute. Subject to the provisions of Subsection 10.1.3(b)(vi) of the Unit Agreement, unless otherwise agreed by all Arbitration Parties to the Dispute, all hearings shall be concluded and the arbitrator's decision shall be rendered not later than one hundred twenty days after appointment of the arbitrator rendering such decision.
- 2.8. Any Arbitration Party to the Dispute may request that a stenographic record be made of all hearings hereunder. The cost of such stenographic record shall be shared equally by the Arbitration Parties to the Dispute.
- 2.9. The arbitrator will insure the privacy of the hearings hereunder to the maximum extent allowed by law. All Arbitration Parties to the Dispute and the other Working Interest Owners as to a Three Party Arbitration or ASRC/Unit Operator Arbitration shall be entitled to attend all hearings. At the request of any Arbitration Party to the Dispute, all persons shall be excluded from the hearings who are not:
- (a) officers or employees of or consultants engaged by one or more Arbitration Parties involved in the Dispute;
 - (b) officers or employees of or consultants engaged by one or more of the other Working Interest Owners as to a Three Party Arbitration or ASRC/Unit Operator Arbitration;
 - (c) attorneys for the respective Arbitration Parties involved in the Dispute;
 - (d) attorneys for one or more of the other Working Interest Owners as to a Three Party Arbitration or ASRC/Unit Operator Arbitration;
 - (e) the stenographer (if any); or
 - (f) other persons who are witnesses when actually called to testify.

- 2.10. The Arbitration Parties to the Dispute shall share equally the arbitrator's fee and expenses and any charges of the AAA. Otherwise, except for the cost of the stenographic record, each of the Arbitration Parties shall bear its own costs.

PART 2 DUTIES OF ARBITRATOR

Disputes which are submitted to an arbitrator for resolution pursuant to Subsection 20.1.3, Subsection 20.1.7. or Subsection 20.1.8, as applicable, shall be resolved by the arbitrator as follows:

(a) In an ASRC/Unit Operator Arbitration, the arbitrator shall resolve a dispute between the President and the Unit Operator or Working Interest Owners concerning approval of a proposed Unit Plan of development (other than the Initial Unit Plan) or revision or amendment of a Unit Plan of development by prescribing and directing the adoption and approval of a Unit Plan of development or revision or amendment thereof as determined by the arbitrator in accordance with the terms and provisions of, and in compliance with the standards prescribed in, Subsection 8.1.5.

(b) In an ASRC/Unit Operator Arbitration, the arbitrator shall resolve a dispute between the President and the Unit Operator or Working Interest Owners concerning approval of an Alternate Division of Interest submitted by the President to the Unit Operator pursuant to Subsection 10.1.3(b) by determining and prescribing a revised division of interest allocating Unit Tract Participation and Participating Area Expense within the applicable Participating Area in accordance with the standards set forth in Section 10.1.

(c) In any ASRC/Unit Operator Arbitration or Three Party Arbitration involving a Dispute as to whether the Proper Authority should approve the injection of Outside Substances or Outside PA Substances into a Participating Area, the arbitrator shall direct that the Proper Authority permit the Working Interest Owners to inject such Outside Substances or Outside PA Substances into the Participating Area if the arbitrator determines that such injection program would be performed by a reasonable and prudent operator under the same or similar conditions to improve and enhance the production of Unitized Substances from such Participating Area. If the arbitrator directs the Proper Authority to permit the Working Interest Owners to inject a liquid hydrocarbon substance into a Participating Area at any time prior to the Revision Date of the Twelve Year Revision of Unit Tract Participations in such Participating Area, the arbitrator shall also require that for purposes of Payment to the Royalty Owners in the Receiving Participating Area for their Royalty Interests in liquid hydrocarbon Unitized Substances Produced from the Receiving Participating Area during each month when any volumes of such liquid hydrocarbon Unitized Substances are considered to be Injected Substances pursuant to Subsection 9.12.3 or are considered to be the injected liquid hydrocarbon Outside Substance ("Injected Outside Substances") under Section 10.4, all such volumes of liquid hydrocarbon Unitized Substances thus considered to be such Injected Substances or Injected Outside Substances shall be deemed to have been Produced solely from the Affected Unit Tracts (in proportion to the relative Unit Tract Participations of such Affected Unit Tracts). Accordingly, the volumes of liquid hydrocarbon Unitized Substances allocated to

each of the Affected Unit Tracts during such months for purposes of calculating Payments for Royalty Interests in such Affected Unit Tract shall be reduced by such proportionate share of all such volumes of liquid hydrocarbon substances deemed to be such Injected Substances or Injected Outside Substances. The volumes of liquid hydrocarbon Unitized Substances allocated to all other Unit Tracts in the Participating Area (excluding the Affected Unit Tracts) for purposes of calculating Payment for Royalty Interests in such other Unit Tracts shall not be reduced by any amount of the volumes of liquid hydrocarbon Unitized Substances which are deemed to be such Injected Substances or Injected Outside Substances. "Affected Unit Tracts" shall mean and include those Unit Tracts (and only those Unit Tracts) in a Receiving Participating Area as to which the Unit Tract Participation of such Unit Tracts has not been or will not be appreciably reduced below the Unit Tract Participation which would have otherwise been allocated to such respective Unit Tracts) as a consequence of the injection of the liquid hydrocarbon Injected Substances or Injected Outside Substances which are being recovered from liquid hydrocarbon Unitized Substances Produced from the Receiving Participating Area pursuant to Subsection 9.12.3 or Section 10.4, as determined by the arbitrator. If the Arbitrator directs the Proper Authority to permit the Working Interest Owners to inject liquid hydrocarbon Outside Substances, and if the Proper Authority and the Working Interest Owners have not agreed as to the rate at which such Injected Outside Substances will be recovered, the arbitrator shall specify the rate at which such Injected Outside Substances will be recovered, based on expected reservoir response to the Injected Outside Substances and what is commercially reasonable on the North Slope of Alaska

(d) In all cases other than as described in paragraph (a), (b), or (c) of this Part 2, in an ASRC/Unit Operator Arbitration, the arbitrator shall resolve a dispute between the President and the Unit Operator or Working Interest Owners by determining whether the President acted reasonably in making the decision or taking the action which is the subject of such dispute. Unless a decision or action of the President is determined by the arbitrator by a preponderance of the evidence to have been reasonable, the arbitrator shall order such decision or action to be set aside or modified to such extent and in such manner as shall be determined by the arbitrator is required to cause such decision or action to be reasonable. The arbitrator shall not apply an "arbitrary and capricious" standard as the standard to be applied for purposes of determining whether the President's action or decision was reasonable.

(e) In a Three Party Arbitration, the arbitrator shall resolve a dispute between the President and the Commissioner or a dispute between the Unit Operator or Working Interest Owners and the President and Commissioner concerning approval of a proposed Unit Plan of development (other than the Initial Unit Plan) or revision or amendment of a Unit Plan of development by prescribing and directing the adoption and approval of a Unit Plan of development or revision or amendment thereof as determined by the arbitrator in accordance with the terms and provisions of, and in compliance with the standards prescribed in, Subsection 8.1.5.

(f) In a Three Party Arbitration, the arbitrator shall resolve a dispute between the President and the Commissioner or a dispute between the Unit Operator or Working Interest Owners and the President and Commissioner concerning an Alternate Division of Interest provided to be submitted by the President and the Commissioner to the Unit Operator pursuant to Subsection 10.1.3(b) by determining and prescribing a revised division of interest allocating Unit Tract Participation and Participating Area Expense within the applicable Participating Area in accordance with the standards and principles set forth in Section 10.1.

In a Three Party Arbitration proceeding to resolve a dispute concerning the allocation of Unit Tract Participation under Subsection 10.1.3(b), any of the Commissioner, the President or the Unit Operator may request that the arbitrator make interim reports to all parties to the proceeding as to the arbitrator's conclusions with respect to specified issues such as, for example, and without limitation the arbitrator's conclusion as to the reserves of crude oil (including condensate) originally in place under the respective Unit Tracts in the Participation Area.

(g) In all cases other than as described in paragraph (c), (e), or (f) of this Part 2, in a Three Party Arbitration, as applicable:

(i) The arbitrator shall resolve a dispute between the Commissioner and the President as to a decision or action provided to be made or taken by agreement of the Commissioner and the President (including, without limitation, a decision or action of the "Proper Authority" in circumstances when the "Proper Authority" consists of both the Commissioner and the President) by determining whether the Commissioner or the President acted reasonably in refusing to agree to a position of the other regarding such decision or action. The Commissioner or President, as applicable, whose action in refusing to agree with a position of the other regarding such decision or action is determined by the arbitrator to be unreasonable shall be ordered by the arbitrator to make or take the reasonable decision or action proposed by the other.

{ii) The arbitrator shall resolve a dispute between the Unit Operator or Working Interest Owners and the Commissioner and President as to a decision or action which has been made or taken by mutual agreement of the Commissioner and the President by determining whether the Commissioner and the President acted reasonably in making such decision or taking such action. Unless a decision or action made or taken by mutual agreement of the Commissioner and the President is determined by the arbitrator by a preponderance of the evidence to have been reasonable, the arbitrator shall order such decision or action to be set aside or modified to such extent and in such manner as shall be determined by the arbitrator is required to cause such decision or action to be reasonable. The arbitrator shall not apply an "arbitrary and capricious" standard as the standard to be applied for purposes of determining whether the action or decision of the Commissioner and the President was reasonable.

(h) In a Commissioner/President Arbitration, the arbitrator shall resolve a dispute between the Commissioner and the President as to a decision or action provided to be made or taken by agreement of the Commissioner and the President (including, without limitation, a decision or action of the "Proper Authority" in circumstances when the "Proper Authority" consists of both the Commissioner and the President) by determining whether the Commissioner or the President acted reasonably in refusing to agree to a position of the other regarding such decision or action. The Commissioner or President, as applicable, whose action in refusing to agree with a position of the other regarding such decision or action is determined by the arbitrator to be unreasonable shall be ordered by the arbitrator to make or take the reasonable decision or action proposed by the other. The arbitrator shall not apply an "arbitrary and capricious" standard as the standard to be applied for purposes of determining whether the action or decision of either the Commissioner or the President was reasonable.

PART 3

DISPUTE RESOLUTION PROCESSES

The respective dispute resolution processes specified in Section 20.1 shall apply to disputes about decisions or actions made or taken or provided to be made or taken by the Commissioner or the President (or both) under the respective Article, Sections and Subsections of the Unit Agreement as described below:

- 2.7 Proposed Exhibit F or proposed revision of Exhibit F allocating Unit Expense submitted for approval of the Commissioner.

State Only Resolution

- 3.9 Provision of data or information requested by the President or the Commissioner.

ASRC/Unit Operator Arbitration (as to data or information requested by the President), or State Only Resolution (as to data or information requested by the Commissioner)

- 5.1 Approval of condition of facilities -Approval of condition of facilities by the Proper Authority required as a condition to effectiveness of resignation of Operator.

State Only Resolution (State Land); Commissioner/President Resolution or Commissioner/President Arbitration (Joint Land); ASRC/Unit Operator Arbitration (ASRC Land)

- 5.2 Removal of Operator – Approval of successor Operator by both the Commissioner and President Is condition to effectiveness of removal.

Commissioner Only Resolution or Commissioner/President Resolution

- 6.1 Successor Operator – Approval of successor Operator by both the Commissioner and President is a condition to effectiveness of designation.

Commissioner Only Resolution or Commissioner/President Resolution

- 6.2 Appointment of successor Operator – **If** successor Operator not designated in 60 days, the Commissioner and President may, by agreement, appoint a successor Operator.

Commissioner Only Resolution or Commissioner/President Resolution

- 6.2 Appointment of successor Operator — If successor Operator not designated in 60 days, the Commissioner and President may, by agreement, terminate the Unit Agreement rather than appointing a successor Operator.

Commissioner/President Arbitration or Commissioner/President Resolution

- 8.1 Unit Plans- Approval by Proper Authority required for any Unit Plan or revision or amendment thereof (except Initial Unit Plan must be approved by mutual agreement of all parties or Unit Agreement is not effective),

Any combination of State Land, ASRC Land, or Joint Land (herein called "State and ASRC Land")- Three Party Arbitration

ASRC Land only- ASRC/Unit Operator Arbitration

State Land only – State Only Resolution

- 8.1.5(a) Amendment of Initial Unit Plan reducing amount of ASRC Land in the initial Participating Area-Consent of President required.

Non-Reviewable Decision

- 8.1.5(b) Amendment of Initial Unit Plan reducing amount of State Land in the initial Participating Area -Consent of Commissioner required.

Non-Reviewable Decision

- 8.3 Suspension of production or operations – Approval by both the Commissioner and President required to approve or order suspension of production or operations.

Commissioner/President Resolution or Three Party Arbitration

- 8.4 Modify rate of exploration, development or production from Unit Area – the Commissioner and the President, by agreement, may require such modification.

Commissioner/President Resolution or Three Party Arbitration

Reservoir-Approval by Proper Authority required.

State and ASRC Land- Three Party Arbitration

ASRC Land only- ASRC/Unit Operator Arbitration

State Land only- State Only Resolution

9.1 Participating Areas- Approval by Proper Authority required to create.

State and ASRC Land – Three Party Arbitration

State Land only- State Only Resolution

ASRC Land only- ASRC/Unit Operator Arbitration

9.2 Prior agreement (before application for approval of a proposed Participating Area by the President alone or by the Commissioner alone) of both the Commissioner and President that only State Land or only ASRC Land is affected.

Commissioner/President Resolution or Commissioner/President Arbitration

9.3 Approval of creation of proposed Participating Area including any ASRC Land or any Joint Land – Approval of Proper Authority that land is Includable Land required to create (no approval of Unit Tract Participation or allocation of Participating Area Expense is required); and approval by Commissioner of allocation of Unit Expense is required.

Approval that land is Includable Land:

State and ASRC Land- Three Party Arbitration

ASRC' Land on)- - ASRC/Unit Operator Arbitration

Approval of allocation of Unit Expense:

State Only Resolution

- 9.4 Approval of creation of proposed Participating Area including State Land only and of proposed Exhibits C, D, E and F – Approval of Commissioner required.

State Only Resolution

- 9.5.2 Required expansion or contraction of Participating Area including any ASRC Land or any Joint Land at the expiration of 5 years after commencement of production -Approval of Proper Authority required.

State and ASRC Land – Three Party Arbitration

ASRC Land only- ASRC/Unit Operator Arbitration

- 9.6 Combination of two Participating Areas-Approval by Proper Authority required.

State and ASRC Land – Commissioner/President Resolution or Commissioner/President Arbitration

ASRC Land only – ASRC/Unit Operator Arbitration

State Land only- State Only Resolution

- 9.7 Expansion or contraction of Participating Area and associated change of allocation of Unit Tract Participation, Participating Area Expense and Unit Expense – Approval by Proper Authority required, or expansion or contraction can be directed by Proper Authority; provided that no approval of change or allocation of Unit Tract Participation or Participating Area Expense incident to an Expansion/Contraction Revision of a Participating Area including any ASRC Land or any Joint Land is required during the first ten years after commencement of Sustained Unit Production from the Participating Area.

Approval or direction of expansion or contraction:

State and ASRC Land – Commissioner/President Resolution or Three Party Arbitration

State Land only- State Only Resolution

ASRC Land only- ASRC/Unit Operator Arbitration

Approval of change of allocation of Unit Tract Participation and Participating Area Expense incident to Expansion/Contraction Revision:

State and ASRC Land (after 10 years of production) – Three Party Arbitration

ASRC Land only (after 10 years of production) — ASRC/Unit Operator Arbitration

State Land only-State Only Resolution

Approval of change of allocation of Unit Expense:

All Lands-State Only Resolution

9.8 Effective date of subsequent Participating Areas-Established by Proper Authority.

State and ASRC Land – Commissioner/President Arbitration or Commissioner/President Resolution

State Land only-State Only Resolution

ASRC Land only- ASRC/Unit Operator Arbitration

9.10 Allocation of Unitized Substances, Unit Expense or Participating Area Expense – Established by Proper Authority if Working Interest Owners ("WIO's") do not agree.

Allocation of Unit Expense-State Only Resolution

Allocation of Unitized Substances or Participating Area Expense:

State and ASRC Land- Commissioner/President Arbitration or Commissioner President Resolution

State Land only – State Only Resolution

ASRC Land only- ASRC/Unit Operator Arbitration

- 9.1J Injection of Outside PA Substance without immediate Payment for Royalty Interests – consent of Proper Authority required (except as provided in Subsection 9.11.2 of Unit Agreement).

State and ASRC Land – Non-Resolvable Commissioner/President Dispute and Non-Reviewable Decision

State Land only- Non-Reviewable Decision

ASRC Land only – Non-Reviewable Decision

- 9.13 Modify rate of exploration, development or production from Participating Area – WIO's may be required by Proper Authority to modify.

State and ASRC Land — Commissioner/President Resolution or Three Party Arbitration

State Land only- State Only Resolution

ASRC Land only – ASRC/Unit Operator Arbitration

- 10.1.3(b) Revision of Unit Tract Participations and allocation of Participating Area Expense Incident to H Reserves Estimate Revision as to a Participating Area including any Joint Land or ASRC Land – Approval by Proper Authority required.

State and ASRC Land – Three Party Arbitration

ASRC Land only – ASRC/Unit Operator Arbitration

- 10.1.10 Determination whether H Reservoir Is a Gas Cap Reservoir-approval by Proper Authority required.

State and ASRC Land – Commissioner/President Resolution or Commissioner/President Arbitration

ASRC Land only — ASRC/Unit Operator Arbitration

- 10.1.10 Equating value of oil and gas in gas cap reservoir – The "Interested Parties" must mutually agree upon valuation or reservoir will be treated as a Gas Cap Reservoir.

State and ASRC Land – Non-Resolvable Three Party Dispute and Non-Reviewable Decision

ASRC Land only-- Non-Reviewable Decision (President and WIO's must agree- no appeal or recourse to court)

- 10.2 Allocations as to Participating Area including State Land only – Approval by Commissioner Required.

State Only Resolution

- 10.4 Rate of recovery of Outside Substance consisting of liquid hydrocarbon substance – Proper Authority must approve before substance may be injected.

State and ASRC Land – Three Party Arbitration

State Land only- State Only Resolution

ASRC Land only- ASRC/Unit Operator Arbitration

- 11.11.3 Revised Exhibits A and B for additional "Boundary Section" – Commissioner and President must approve.

Commissioner/President Arbitration or Commissioner/President Resolution

- 12.1 Expansion of Unit Area- President and Commissioner must approve or may order expansion.

Three Party Arbitration

- 12.3 Contraction of Unit Area when no Participating Area exists – Shall be accomplished at the direction of both the Commissioner and the President from time to time after 10 years from the Effective Date of Unit Agreement.

Commissioner/President Arbitration or Commissioner/President Resolution

- 12.4 Contraction of Unit Area when Participating Area exists – Shall be accomplished at the direction of both the Commissioner and the President from time to time after 10 years from the commencement of Sustained Unit Production.

Commissioner/President Arbitration or Commissioner/President Resolution

- 12.7 Contraction of Unit Area upon request of WIO's – President and Commissioner must approve.

Non-Resolvable Commissioner/President Dispute (Commissioner and President must mutually agree – WIO's may have Appeal Rights if provided by Jaw)

- 13.2.2 Extension of Unit term beyond 5 years without operations or production – Approval of both the President and the Commissioner required.

Non-Resolvable Commissioner/President Dispute (Commissioner and President must agree – no arbitration, no Appeal Rights and no recourse to court)

- 13.5 Termination of Unit Agreement by agreement of WIO's- Approval of President and Commissioner required.

Commissioner/President Arbitration or Commissioner/President Resolution

- 14.1.1 Continuation of State Leases or portions thereof eliminated from Unit Area- State regulations and lease terms govern.

State Only Resolution

- 14.1.2 Extension of 90-day "Extension Period" on ASRC Joint Leases on lands excluded from the Unit Area- Approval of President required.

Non-Reviewable Decision

- 14.1.3 Extension of 90-day "Extension Period" on ASRC Leases on lands excluded from the Unit Area- Approval of President required.

Non-Reviewable Decision

- 14.2 Extension or 90-day extension period on State Leases on lands in the Unit Area following termination of Unit Agreement – Approval of Commissioner required.

State Only Resolution

- 14.3 Extension of 90-day "Extension Period" on ASRC Joint Leases on lands in the Unit Area following termination of Unit Agreement- Approval of President required.

Non-Reviewable Decision

- 14.4 Extension of 90-day "Extension Period" on ASRC Leases on lands in the Unit Area following termination of Unit Agreement – Approval of President required.

Non-Reviewable Decision

- 14.5 Decision (a) to extend Salvage Period or (b) to retain or remove {at WIO's expense) Materials and Equipment left on site after end of Salvage Period – State or ASRC action required.

Decision to extend Salvage Period:

Joint Land – Non-Resolvable Commissioner/President Dispute
(Commissioner and President must mutually agree – WIO's may have Appeal Rights if law provides)

ASRC Land – ASRC/Unit Operator Arbitration

State Land – State Only Resolution

Decision whether to retain or remove Materials and Equipment left on site:

Joint Land – Non-Resolvable Commissioner/President Dispute
(Commissioner and President must mutually agree – no arbitration, no Appeal Rights and no recourse to court; but one only of ASRC or State may elect to retain Materials and Equipment if the other desires to remove them)

ASRC Land – Non-Reviewable
Decision

State Land – Non-Reviewable Decision

- 14.6 Decision to require that Improvements be left intact — State or ASRC action required.

Joint Land – Non-Resolvable Commissioner/President Dispute
(Commissioner and President must mutually agree- no arbitration, no Appeal Rights and no recourse to court; if Commissioner and

President do not mutually agree to require that Improvements be left intact, Improvements must be removed except as to Improvements on land as to which the surface is owned by Kuukpik which Kuukpik requests be left intact)

ASRC Land- Non-Reviewable Decision

State Land- Non-Reviewable Decision

- 18 Subsequent joinder in Agreement by additional party pursuant to expansion provisions of Article 13 – Commissioner and President, acting jointly, may permit or require joinder.

Three Party Arbitration

- 18 Modification of provision of Unit Operating Agreement preventing or frustrating subsequent joinder – Commissioner and President, acting jointly, may require.

Commissioner/President Arbitration or Commissioner/President Resolution

- 19.1 Determination that a default exists and agreement on time to cure – Notice given by Commissioner and President jointly, and decision as to cure time allowed determined by Commissioner and President jointly.

Three Party Arbitration or Commissioner/President Resolution

Exhibit H

Attached to and made a part of the Pikka Unit Agreement

Data and Interpretations

The Unit Operator will maintain and shall submit all the data and interpretations, in acceptable digital formats where applicable, required under Section 3.9 and Subsection 10.1.3 above to fully inform the State and ASRC on field development, and reservoir performance, including methodology and input parameters used to derive tract allocation factors. Examples of the types of data and interpretations that may be available include, but are not limited to, the following:

- a) Maps, schedules, and spreadsheets depicting water saturation, permeability, porosity distribution, net pay, gross sand relative permeability, capillary pressure, recovery factors, pressure transient data, oil and gas PVT data. This data will be made available where applicable by model cell, well, reservoir region, tract, layer and composite layers.
- b) Displays showing history match results of oil, gas, and water rates, GOR, WOR, pressure, etc.
- c) Displays showing assumptions, weighting factors, pseudo functions, decline curve analysis, reservoir simulations, material balance calculations, volumetric calculations, and physical models.
- d) All seismic surveys acquired within the unit in paper and digital format. The surveys include 2 and 3D surveys, VSPs and checkshots in order to image surface to surface, surface to well and well to well data.
- e) Digital copies of static and dynamic models